

**U.S. ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C.**

In the Matter of: Fischer Panda Generators Respondent.	}	ADMINISTRATIVE SETTLEMENT AGREEMENT AED/MSEB # 7119
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This Administrative Settlement Agreement is made and entered into by and between the United States Environmental Protection Agency (EPA) and Fischer Panda Generators (Respondent) regarding compliance by Respondent with the requirements of the Clean Air Act (Act) and the regulations promulgated thereunder at 40 C.F.R. Part 89.

Purpose

1. The purpose of this Administrative Settlement Agreement (Agreement) is to resolve any and all claims by EPA under the Act and Part 89 arising out of the importation of 82 generator sets containing the nonroad engines described in Attachment 1 (the Subject Engines) while ensuring that future violations are avoided.

Definitions:

2. For the purposes of this Agreement, the following definitions apply:
 - a. Certificate of Conformity means the document issued by EPA to a manufacturer under 40 C.F.R. § 89.105 after EPA determines that the manufacturer's application is complete and that the engine family meets the requirements of Part 89 and the Clean Air Act. Issuance of the Certificate of Conformity permits production and introduction into commerce of engines built in accordance with the manufacturer's application after the date of the Certificate and before expiration of the covered model year.

- b. Certified engine means a nonroad engine built after the applicable dates of the regulations and that is covered by a Certificate of Conformity.
- c. Day means calendar day unless otherwise specified.
- d. Effective Date of Agreement means the date on which EPA signs this Agreement.
- e. Subject Engines means the engines in the seventy-six (76) generators that Respondent imported on July 13, 2005 and the six (6) generators that Respondent imported on August 6, 2005. Attachment 1.
- f. Uncertified engine means a nonroad engine built after the applicable dates of the regulations but which is not covered by a Certificate of Conformity issued by EPA.

Regulatory Authority:

- 3. Sections 203(a) and 213(d) of the Act, 42 U.S.C. 7542, and 42 U.S.C. 7547, prohibit the sale, offering for sale, introduction, or delivery for introduction into commerce, or the importation of any nonroad vehicle or engine unless such vehicle or engine is covered by a Certificate of Conformity issued and in effect.
- 4. 40 C.F.R. § 89.1003(a)(1)(ii) prohibits any person from importing into the United States any new nonroad engine manufactured after the applicable effective date of the regulations, unless such engine is covered by a Certificate of Conformity.
- 5. 40 C.F.R. § 89.1003(a)(1)(ii) prohibits the following act, and the causation thereof: “the importation into the United States [of] any new nonroad engine manufactured after the applicable effective date under this part, or any nonroad vehicle or equipment containing such engine, unless such engine is covered by a certificate of conformity”
- 6. Under 40 C.F.R. § 89.1003(b)(4), “Certified nonroad engines shall be used in all vehicles and equipment . . . unless the manufacturer of the vehicle or equipment *can prove* that the vehicle or equipment will be used in a manner consistent with paragraph (2) of the definition of nonroad engine in § 89.2.” (*emphasis added*). 40 C.F.R. § 89.2, under the

definition of “nonroad engine,” reads that an engine is not considered a nonroad engine if “the engine . . . will remain at a location for more than 12 consecutive months or a shorter period of time for an engine located at a seasonal source. A location is any single site at a building, structure, facility, or installation.”

7. 40 C.F.R. § 89.1003(a)(4)(ii) prohibits the sale, introduction, or delivery into commerce by an engine manufacturer of a nonroad engine manufactured after the applicable effective date of the regulations, unless a label is affixed to the engine in accordance with 40 C.F.R. § 89.110.
8. 40 C.F.R. § 89.909 exempts certain engines from 40 C.F.R. § 89.1003, if the new nonroad engine intended solely for export, and so labeled or tagged on the outside of the container and on the engine itself, is being imported into a country with new nonroad engine emission standards which differ from EPA standards.
9. 40 C.F.R. § 89.2 defines an engine manufacturer as any person engaged in the manufacturing or assembling of new nonroad engines or importing such engines for resale, or a person acting for, and under the control of such person.
10. 40 C.F.R. § 89.110 requires the original engine manufacturer to affix, at the time of manufacture of a certified engine, a permanent and legible label identifying each nonroad engine. The label must be legible and readily visible to the average person after the engine is installed in the equipment.

Background

11. On July 13, 2005, U.S. Customs and Border Protection (Customs) detained the seventy-six (76) generator sets containing the Subject Engines at Port Everglades, Florida.
12. One day after entry into the United States, the Respondent declared the seventy-six (76) Subject Engines for stationary use on EPA Form 3520-21.
13. On August 8, 2005, Respondent also imported six (6) generators containing the Subject Engines via Port Everglades, Florida and Port of Miami.

14. On August 30, 2005, Respondent declared the six (6) Subject Engines for stationary use or export only on EPA Form 3520-21.
15. EPA has subsequently determined that Respondent is the importer of the Subject Engines.
16. The Subject Engines imported on July 13, 2005, were built in 2005 with a rated power of 4.2 kW, and consequently they are subject to the requirements of 40 C.F.R. Part 89.
17. The Subject Engines imported on August 8, 2005, were built in 2005 with a rated power of either 32 kW or 69kW, and consequently they are subject to the requirements of 40 C.F.R. Part 89.
18. The Subject Engines are uncertified.
19. Respondent did not provide adequate proof that the generator sets would be used consistent with the stationary use exemption at 40 C.F.R. §89.2.
20. Alternatively, for the six Subject Engines imported on August 8, 2005, Respondent did not comply with the requirements of the export exemption at 40 C.F.R. § 89.909 .
21. On September 12, 2005, Fischer Panda returned the six Subject Engines that were imported on August 8, 2005, to the vendor of the engines in Brazil.
22. Based on the above, EPA has determined that Respondent is liable for 82 violations of Section 203(a) and 213(d) of the Act, and applicable regulations thereunder.
23. Respondent has represented to EPA that Respondent has not imported any additional generators for stationary use into the United States.

Terms of Agreement

24. Within thirty (30) days of the Effective Date of this Agreement, or such longer period of time if required by Customs, Respondent shall place the Subject Engines still in the United States under Customs bond and in constructive seizure or seizure, and for each generator set containing a Subject Engine still in the United States either:
 - a. export/destroy the Subject Engine.

i. This exportation or destruction shall be carried out under the supervision of Customs. Respondent shall certify to EPA and provide supporting documents that the subject engines were either exported or destroyed.

ii. Should Respondent decide to export the Subject Engines, Respondent shall affix a permanent label to both the Subject Engines and the container in accordance with 40 C.F.R. § 89.909 that states "For Export Only Pursuant to 40 C.F.R. § 89.909."

iii. The Subject Engines may be exported to any country other than Canada or Mexico; or

b. submit a signed affidavit of stationary use of the generator set in the United States (one per engine), per Attachment 2, signed by the retail purchaser of the generator set.

25. Within 90 days of the Effective Date of this Agreement, Respondent shall provide EPA with a detailed plan reasonably calculated to ensure that all nonroad engines imported after the Effective Date of this Agreement into the United States by Respondent have proper EPA emission information labels affixed to each engine, and are imported in a manner that complies with all other applicable regulations, including Part 89.

26. Within 30 days of the Effective Date of this Agreement, Respondent shall pay to the United States a civil penalty of \$16,000. Late payment of the civil penalty is subject to interest and fees as specified in 31 U.S.C. §3717. Respondent agrees to pay the amount by certified check or cashier's check payable to "The United States of America," and to mail the payment to:

U.S. Environmental Protection Agency
Washington Accounting Operations
P.O. Box 360277M
Pittsburgh, Pennsylvania 15251
Attn: AED/MSEB - 7119

A photocopy of the check shall be mailed and faxed simultaneously to:

Leslie A. Kirby-Miles, Attorney-Advisor
Environmental Protection Agency

Office of Enforcement and Compliance Assurance
1200 Pennsylvania Ave., N.W.
Ariel Rios South Building (2242A)
Washington, D.C. 20460
Fax: (202)564-0053

27. Responses to Paragraphs 24 and 25 shall be sent via courier delivery to Leslie A. Kirby-Miles, at the following address:

Leslie A. Kirby-Miles, Attorney
U.S. Environmental Protection Agency
Mobile Source Enforcement Branch
1200 Pennsylvania Avenue, NW
Ariel Rios South, (2117A)
Washington, DC 20004

General Provisions

28. The effective date of this Agreement is the date that EPA executes the Agreement and provides a copy of the executed Agreement to Respondents.
29. Respondent hereby represents that the individual executing this Agreement on behalf of Respondent is authorized to do so on behalf of Respondent and that such execution is intended and is sufficient to bind Respondent, Respondent's agents, assigns, or successors.
30. Notwithstanding any other provisions of this Agreement, upon Respondent's default or failure to comply with any terms of this Agreement, EPA may refer this matter to the United States Department of Justice to recover civil penalties pursuant to Section 205 of the Act, 42 U.S.C. § 7524, and pursue any other remedies available to it. Respondent specifically agrees that in the event of such default or failure to comply, EPA may proceed in an action based on the original claim of violation of the Act and 40 C.F.R. Part 89. Respondent expressly waives Respondent's right to assert that such action is barred by any applicable statutes of limitation, see *e.g.* 28 U.S.C. § 2462.

31. This settlement is contingent upon the truthfulness, accuracy and completeness of Respondent's disclosure and representations to EPA, and the prompt and complete remediation of any violations in accordance with this agreement.

Stipulated Penalties

32. For failure to comply with the terms of this Agreement on a timely basis Respondent shall pay stipulated penalties to the United States as follows:
- a. For failure to comply with Paragraph 24, \$250.00 per day;
 - b. For failure to comply with Paragraph 25, \$250.00 per day; and
 - c. For failure to comply with Paragraph 26, \$250.00 per day.
33. All stipulated penalties under Paragraph 32 of this Agreement shall begin to accrue on the day after performance is due, and shall continue to accrue until the day compliance is achieved. Nothing herein shall prevent simultaneous accrual of separate stipulated penalties for separate violations of this Agreement. All stipulated penalties shall be paid to the United States of America within 5 days of written demand by EPA (the due date). Late payment of the civil penalty is subject to interest and fees as specified in 31 U.S.C. § 3717. Respondent agrees to pay the amount by certified check or cashier's check payable to the United States of America, and to mail the payment to:

U.S. Environmental Protection Agency
Washington Accounting Operations
P.O. Box 360277M
Pittsburgh, Pennsylvania 15251
Attn: AED/MSEB - 7119

Stipulated penalties shall not be construed as prohibiting, altering, or in any way limiting the ability of EPA from seeking any other remedy or sanction available by virtue of Respondent's violation of this Agreement or of the statutes or regulations upon which the Agreement is based.

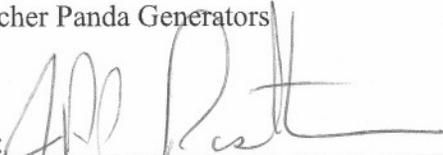
Enforcement

34. Upon completion of the terms of this Agreement, the alleged violations described in this Agreement shall be deemed terminated and resolved. Nothing herein shall limit the right of EPA to proceed against Respondent in the event of default or noncompliance with this Agreement; or for other violations of law; or with respect to other matters not within the scope of the Agreement. This Agreement in no way affects, or relieves Respondent of responsibility to comply with other state, federal or local law or regulations.

The following agree to the terms of this Agreement:

Fischer Panda Generators

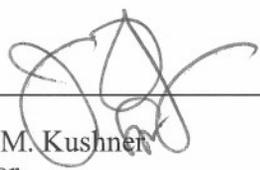
By:


(Typed Name) J. A. RUSHTON
(Typed Title) C. O. OFFICER


Date: 10/19/2005

**Administrative Settlement Agreement
In the Matter of United States v. Fischer Panda Generators**

U.S. Environmental Protection Agency

By:  _____ Date: 10.25-05

Adam M. Kushner
Director
Air Enforcement Division
Office of Civil Enforcement

**Attachment 1
Fischer Panda Generators
Generators with Subject Engines**

	Engine Serial #	Generator Brand	Generator Model	kW
1	45041339	Fuzhou Huabo M&E	DEK5000SL	4.2
2	45041337	Fuzhou Huabo M&E	DEK5000SL	4.2
3	4504875	Fuzhou Huabo M&E	DEK5000SL	4.2
4	4504887	Fuzhou Huabo M&E	DEK5000SL	4.2
5	4504870	Fuzhou Huabo M&E	DEK5000SL	4.2
6	4504717	Fuzhou Huabo M&E	DEK5000SL	4.2
7	45041055	Fuzhou Huabo M&E	DEK5000SL	4.2
8	45041313	Fuzhou Huabo M&E	DEK5000SL	4.2
9	45041380	Fuzhou Huabo M&E	DEK5000SL	4.2
10	4504619	Fuzhou Huabo M&E	DEK5000SL	4.2
11	45041334	Fuzhou Huabo M&E	DEK5000SL	4.2
12	4504604	Fuzhou Huabo M&E	DEK5000SL	4.2
13	4504664	Fuzhou Huabo M&E	DEK5000SL	4.2
14	4504665	Fuzhou Huabo M&E	DEK5000SL	4.2
15	4504548	Fuzhou Huabo M&E	DEK5000SL	4.2
16	4504610	Fuzhou Huabo M&E	DEK5000SL	4.2
17	45031231	Fuzhou Huabo M&E	DEK5000SL	4.2
18	4504839	Fuzhou Huabo M&E	DEK5000SL	4.2
19	4503392	Fuzhou Huabo M&E	DEK5000SL	4.2
20	4504449	Fuzhou Huabo M&E	DEK5000SL	4.2
21	45041287	Fuzhou Huabo M&E	DEK5000SL	4.2
22	45041074	Fuzhou Huabo M&E	DEK5000SL	4.2
23	45041281	Fuzhou Huabo M&E	DEK5000SL	4.2
24	45041069	Fuzhou Huabo M&E	DEK5000SL	4.2
25	45041392	Fuzhou Huabo M&E	DEK5000SL	4.2
26	45041289	Fuzhou Huabo M&E	DEK5000SL	4.2
27	45041055	Fuzhou Huabo M&E	DEK5000SL	4.2
28	4504308	Fuzhou Huabo M&E	DEK5000SL	4.2
29	45041099	Fuzhou Huabo M&E	DEK5000SL	4.2
30	45041381	Fuzhou Huabo M&E	DEK5000SL	4.2
31	4504514	Fuzhou Huabo M&E	DEK5000SL	4.2
32	4504636	Fuzhou Huabo M&E	DEK5000SL	4.2
33	45041317	Fuzhou Huabo M&E	DEK5000SL	4.2

34	45041103	Fuzhou Huabo M&E	DEK5000SL	4.2
35	45041059	Fuzhou Huabo M&E	DEK5000SL	4.2
36	45041101	Fuzhou Huabo M&E	DEK5000SL	4.2
37	45041315	Fuzhou Huabo M&E	DEK5000SL	4.2
38	4504590	Fuzhou Huabo M&E	DEK5000SL	4.2
39	4504832	Fuzhou Huabo M&E	DEK5000SL	4.2
40	45041385	Fuzhou Huabo M&E	DEK5000SL	4.2
41	45041359	Fuzhou Huabo M&E	DEK5000SL	4.2
42	45041283	Fuzhou Huabo M&E	DEK5000SL	4.2
43	4504879	Fuzhou Huabo M&E	DEK5000SL	4.2
44	45041335	Fuzhou Huabo M&E	DEK5000SL	4.2
45	4504705	Fuzhou Huabo M&E	DEK5000SL	4.2
46	4504676	Fuzhou Huabo M&E	DEK5000SL	4.2
47	45041052	Fuzhou Huabo M&E	DEK5000SL	4.2
48	4504833	Fuzhou Huabo M&E	DEK5000SL	4.2
49	45041324	Fuzhou Huabo M&E	DEK5000SL	4.2
50	45041301	Fuzhou Huabo M&E	DEK5000SL	4.2
51	4504698	Fuzhou Huabo M&E	DEK5000SL	4.2
52	45041304	Fuzhou Huabo M&E	DEK5000SL	4.2
53	4504624	Fuzhou Huabo M&E	DEK5000SL	4.2
54	4504683	Fuzhou Huabo M&E	DEK5000SL	4.2
55	4504495	Fuzhou Huabo M&E	DEK5000SL	4.2
56	45041364	Fuzhou Huabo M&E	DEK5000SL	4.2
57	4504496	Fuzhou Huabo M&E	DEK5000SL	4.2
58	4504680	Fuzhou Huabo M&E	DEK5000SL	4.2
59	45041326	Fuzhou Huabo M&E	DEK5000SL	4.2
60	45041391	Fuzhou Huabo M&E	DEK5000SL	4.2
61	4504618	Fuzhou Huabo M&E	DEK5000SL	4.2
62	45041284	Fuzhou Huabo M&E	DEK5000SL	4.2
63	45041050	Fuzhou Huabo M&E	DEK5000SL	4.2
64	4504638	Fuzhou Huabo M&E	DEK5000SL	4.2
65	45041100	Fuzhou Huabo M&E	DEK5000SL	4.2
66	4504659	Fuzhou Huabo M&E	DEK5000SL	4.2
67	45041372	Fuzhou Huabo M&E	DEK5000SL	4.2
68	4504575	Fuzhou Huabo M&E	DEK5000SL	4.2
69	45041044	Fuzhou Huabo M&E	DEK5000SL	4.2
70	45041691	Fuzhou Huabo M&E	DEK5000SL	4.2
71	45041686	Fuzhou Huabo M&E	DEK5000SL	4.2
72	45041702	Fuzhou Huabo M&E	DEK5000SL	4.2

73	45041697	Fuzhou Huabo M&E	DEK5000SL	4.2
74	45041669	Fuzhou Huabo M&E	DEK5000SL	4.2
75	45041655	Fuzhou Huabo M&E	DEK5000SL	4.2
76	45042157	Fuzhou Huabo M&E	DEK5000SL	4.2
77	86214205	Stemac *	NMC 8502.12.10	69
78	86214305	Stemac *	NMC 8502.12.10	69
79	86214605	Stemac *	NMC 8502.12.10	69
80	40225705	Stemac *	NMC 8502.12.10	32
81	40225805	Stemac *	NMC 8502.12.10	32
82	40225005	Stemac *	NMC 8502.12.10	32

*Exported on September 12, 2005 to Brazil.

Attachment 2

Certification of Compliance with Residence Time Requirements

I, _____ (Purchaser), hereby certify to the United States Environmental Protection Agency that the _____ [insert brand] Generator, bearing the Serial Number _____, will remain at one location (ie., any single site at a building, structure, facility or installation). Specifically, the above-referenced generator will be located _____ [insert exact location e.g., northwest corner of the garage] at the premises located at _____ [insert address], for more than 12 consecutive months immediately after delivery, without moving from that location.

I, _____ (Purchaser), will not circumvent or attempt to circumvent the residence time requirements set forth above. Further, I understand that failure to abide by the time requirements set forth above and in 40 C.F.R. § 89.2(2)(iii) may result in the United States Environmental Protection Agency's assessment of civil penalties under Section 7547(d) of the Clean Air Act, 42 U.S.C. §§ 7401-7671q . I understand that any false or misleading statements given to, and relied upon by an agency of the United States may result in criminal prosecution.

Signature

Print Name

Address

Telephone Number

**U.S. ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C.**

In the Matter of:)	
)	
Fischer Panda Generators)	AMENDED ADMINISTRATIVE
)	SETTLEMENT AGREEMENT
Respondent.)	AED/MSEB # 7119

WHEREAS:

A. The United States Environmental Protection Agency (EPA) and Fischer Panda Generators (Respondent) entered into an Administrative Settlement Agreement AED/MSEB #7119 (Agreement) on October 25, 2005 to resolve any and all claims by EPA under the Clean Air Act (Act), 42 U.S.C. § 7547, and its implementing regulations arising out of Respondent's importation of 82 generator sets containing the nonroad engines described in the Agreement's Attachment 1;

B. Customs Border Protection (Customs) can not administer the terms of the Agreement as EPA and Respondent intended;

C. In this Amended Administrative Settlement Agreement (Amended Agreement), EPA and Respondent revise the following paragraphs of the October 25, 2005 Agreement.

1. Paragraph 24 is amended to read as follows:

24. a. On each generator set containing a Subject Engine that is released to Respondent, Respondent shall affix onto a part of the engine that is not normally replaced, a permanent, legible, conspicuous and readable label in English stating the following:

WARNING

U. S. ENVIRONMENTAL PROTECTION AGENCY
REGULATIONS REQUIRE THAT THIS ENGINE MUST BE
USED ONLY IN A STATIONARY LOCATION. MOVEMENT
OF THIS ENGINE FROM ITS STATIONARY LOCATION MAY
BE A VIOLATION OF FEDERAL LAW. ANY PERSON WHO
MOVES THIS ENGINE MAY BE SUBJECT TO CIVIL
PENALTIES UP TO \$32,500.
(40 C.F.R. § 89.1003)

- b. The label must be installed on each Subject Engine prior to its sale in the United States by the Respondent, and in no event later than one week from the release of the Subject Engine to the Respondent by Customs.
- c. Prior to installation, the label design, materials and method of application must be approved by Anne Wick of EPA at the following address and phone number:

Anne Wick
U.S. Environmental Protection Agency
Ariel Rios Building (Room 1117A)
1200 Pennsylvania Avenue, NW
Washington, DC 20004-2403
Phone: 202-564-2063

- d. If applicable, Respondent agrees to remove the wheels from each generator set containing a Subject Engine which is equipped with wheels, and which is imported into the United States. The wheels must be removed from each such generator prior to its sale or disposal in the United States by the Respondent, and in no event later than one week from the release of the Subject Engine by Customs.
- e. Within 120 days from EPA's signature of this Amended Agreement for each

Subject Engine, the Respondent shall:

- i. Export the Subject Engine. This exportation shall be carried out under the supervision of Customs and shall be to any country other than Canada or Mexico; or
- ii. Destroy the Subject Engine under the supervision of Customs; or
- iii. If permitted under the Customs terms of release, sell a Subject Engine only to the ultimate purchaser who intends to use the generator for its functional purposes at the site and location stated in the affidavit (Attachment 2) that Respondent shall obtain from the purchaser prior to the sale. No later than the time of sale of each generator containing a Subject Engine, the Respondent shall obtain proof from the purchaser that the Subject Engine qualifies for the stationary use exemption under 40 C.F.R. §§ 89.2, as applicable. The proof shall be in the form of a signed affidavit, which shall be in the language and format identified in Attachment 2 to this Agreement, which must be signed and dated by Respondent's customer.

f. Respondent agrees to submit to Mark Siegler of EPA at:

Mark Siegler
U.S. Environmental Protection Agency
Ariel Rios Building (Room 1142C)
1200 Pennsylvania Avenue, NW
Washington, DC 20004-2403

in one week intervals starting one week after EPA's signature of this Amended Agreement, a report of the Subject Engines exported, destroyed, or sold for stationary use with an appropriate affidavit, within the past one week period.

- i. Each report shall identify each Subject Engine by engine serial number.
- ii. For each Subject Engine in the report, the Respondent shall also

indicate: (A) the date of disposal; (B) whether such disposal was by export, destruction or sale for stationary use of each generator; (C) whether (if applicable) wheels had been removed from imported generators prior to disposal, and (D) whether a stationary affidavit was obtained if a sale occurred.

iii. Included with each weekly report, the Respondent shall present proof that each of the Subject Engines that were imported by Respondent, qualified for the stationary use exclusion under 40 C.F.R. § 89.2, as applicable. This proof shall consist of the signed stationary use affidavit (Attachment 2).

iv. Each weekly report shall be submitted to Mark Siegler, by overnight courier shipped on the date of the report, to the following address:

Mark Siegler
U.S. Environmental Protection Agency
Air Enforcement Division
Ariel Rios Building (Room 1117A)
1200 Pennsylvania Avenue, N.W.
Washington, DC 20004-2403

g. Within 120 days of EPA's signature of this Amended Agreement, Respondent shall submit a written certification to Leslie Kirby-Miles, EPA, that all of the Subject Engines identified in Attachment 1 were exported, destroyed or sold for stationary use with the appropriate stationary affidavits being acquired; and that all of the Subject Engines have been accounted for in the weekly reports required under Paragraph 24.f. of this Amended Agreement.

h. Respondent shall maintain the signed stationary use affidavits for a period of 5

years from the date of this Amended Agreement, and upon request shall make these affidavits available for inspection by EPA.

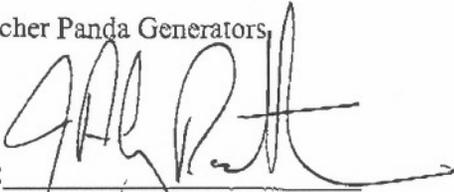
2. Paragraph 32 is amended as follows:

32. For failure to comply with the terms of this Agreement on a timely basis, Respondent shall pay stipulated penalties to the United States as follows:

- a. For failure to export or destroy or the Subject Engines, and provide proof thereof, pursuant to Paragraph 24, \$250.00 per engine per day;
- b. For failure to remove the wheels from Subject Engines that are imported into the United States, as required by Paragraph 24, \$250 per engine per day;
- c. For failure to attach the stationary use label or tag pursuant to Paragraph 24, \$250 per engine per day;
- d. For failure to appropriately sell for stationary use and provide signed affidavit as proof thereof, pursuant to Paragraph 24, \$5000 per engine per day;
- e. For failure to submit to EPA a written, approved plan to prevent further violations, and or failure to implement such a plan, all pursuant to Paragraph 25, \$250.00 per day;
- f. For failure to pay the penalty, pursuant to Paragraph 26, \$250.00 per day; and
- g. For failure to submit to EPA the weekly reports required pursuant to Paragraph 24 or the written certification required pursuant to Paragraph 24, \$250.00 per day.

The following parties agree to the terms of this Amended Agreement:

Fischer Panda Generators

By: 

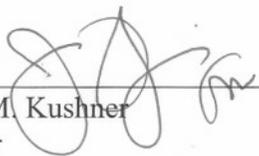
Date: 11/17/2005

Name: J. A. RUSHTON

Title: C. O. O.

**Amended Administrative Settlement Agreement
In the Matter of United States v. Fischer Panda Generators**

U.S. Environmental Protection Agency

By:  _____
Adam M. Kushner
Director
Air Enforcement Division
Office of Civil Enforcement

Date: 11.17.05